

Signed copy 3/13/07

Agreement

Between

Township of Lower Alloways Creek

And

Lower Alloways Creek Police Officers
NJFOPLC

January 1, 2007 through December 31, 2010

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AGREEMENT BETWEEN THE TOWNSHIP OF LOWER ALLOWAYS CREEK
AND THE LOWER ALLOWAYS CREEK POLICE OFFICERS/NJFOPLC FOR
THE YEARS 2007-2010

A. The Township Committee of the Township of Lower Alloways Creek, herein referred to as "Township" and the NJFOPLC Lower Alloways Creek Police Officers herein referred to as "Council" agree as follows:

ARTICLE 1

RECOGNITION

This agreement represents the full and complete agreement between the Council and the Township concerning working conditions and compensation for the calendar years 2007-2010. For the purposes of this agreement, the Council is comprised of Police Officers, including Lieutenant, Sergeant, Corporal and Patrolmen.

ARTICLE 2

SALARIES

Township will pay bi-weekly the following yearly salaries to Officers Amount of service for the following pay scale shall include time spent as probationary officer. 2080 hours actually worked will constitute one (1) year's service.

A. Officers shall be paid as follows:

	2007	2008	2009	2010
Lieutenant	75,896	78,742	81,695	84,759
Sergeant	69,252	72,599	76,071	79,674
Corporal	66,669	69,919	73,291	76,789
Patrolmen				
Step 1	38,153	39,584	41,068	42,608
Step 2	42,642	44,241	45,900	47,621
Step 3	46,871	48,629	50,453	52,345
Step 4	51,371	53,297	55,296	57,370
Step 5	56,659	58,784	60,988	63,275
Step 6	60,835	63,116	65,483	67,939
Step 7	61,905	64,226	66,634	69,133
Step 8	64,881	67,314	69,838	72,457

B. It is understood that each step is one year. Each employee shall move to next step the next year on their anniversary date.

C. If a Part-time Police Officer is hired as full-time, a service adjustment will be made after five years of continuous full-time service, with no retroactive pay or pension payments. For the purpose of service adjustment, one year of part-time service would equal 2080 hours actually worked.

D. Any officer who assumes the duties of a Corporal shall be paid at the Corporal rate of pay for all time worked in that rank.

E. Any officer who is assigned to duty investigations shall be paid at the Corporal rate of pay, unless they already hold a rank above Corporal.

ARTICLE 3

LONGEVITY

After five (5) years of service, all regularly employed Police Officers shall annually receive a longevity payment of two percent (2%) of said Officers' base salary.

After ten (10) years of service, said Officers shall annually receive a longevity payment of four percent (4%) of base salary.

After fifteen (15) years of service, said Officers shall annually receive a longevity payment of six percent (6%) of base salary.

After twenty (20) years of service, said Officers shall annually receive a longevity payment of eight percent (8%) of base salary.

Longevity payments may be taken after the individual officers' anniversary date but before the end of that calendar year. The payment will be made at the officer's current salary at the time of application for longevity payment.

If taken Bi-weekly, the new rate shall commence after the officer's anniversary date. In the event of end of service, longevity will be pro rated to meet service dates.

ARTICLE 4

OVERTIME AND SUNDAY PAY

Prevailing hourly wage rate for each regular Officer shall be computed by dividing 2080 hours into his/her yearly salary. Each Officer shall be paid 1 ½ times his/her prevailing hourly wage for all time in excess of the hours of ordinary duty, except when holiday pay as provided herein is being received. Each shall be paid 1 ½ times his/her prevailing hourly wage for all hours scheduled to work on Sundays. If an Officer works an unscheduled shift on Sunday, he/she will be entitled to overtime pay and also Sunday Pay. Once a compensatory day is granted it shall not be rescinded.

CALL-IN PAY

ARTICLE 5

- A. A regular Police Officer shall receive four hours prevailing rate whenever he/she is required to report for duty during his/her scheduled time off. None of the foregoing payments shall be made, however, unless the Chief of Police has approved the Patrolman's being called to report during his/her scheduled time off or unless there is an emergency, as determined by the Chief of Police. The preceding portion of this paragraph shall not apply, however, to time spent by an Officer attending training sessions outside their regularly scheduled duty hours; the Officer shall receive no additional compensation or overtime pay, but in lieu thereof, he/she shall be given an equivalent time off from his/her regularly scheduled duty hours at a rate of 1 ½ times the hours worked. The hours off shall be selected by the Chief of Police.
- B. If an employee is given less than seventy-two (72) hours notice of call back on a day off he/she shall receive one and one-half times his/her prevailing hourly wage for all time worked plus four (4) hours recall at straight time.

ARTICLE 6

EXTENDED-TIME PAY

A. A regular Officer shall receive four (4) hours prevailing rate whenever he/she is forced to remain on duty after his/her scheduled shift.

B. An employee recalled to duty or held contiguous to a workday shall receive one and one-half times his/her prevailing hourly wage unless less than twenty-four (24) hour notice is given then he/she shall receive one and one-half times his/her prevailing hourly wage plus 4 hours recall at straight time.

ARTICLE 7COMPENSATION FOR LESS THAN 10 HOURS OFF

Each Officer shall be paid at 1 ½ times his/her prevailing hourly wage rate for working a shift which, per posted schedule, commences ten (10) hours or less after the end of his/her previously scheduled and worked shift, unless he/she qualifies for holiday pay.

ARTICLE 8

CLOTHING MAINTENANCE ALLOWANCE

- A. Township shall furnish all uniforms to Officers and shall, in addition, pay a clothing maintenance allowance of \$800.00 per year to each Officer.
- B. Non-uniformed sworn officers will receive a \$700.00 per year clothing purchase allowance.

ARTICLE 9

INSURANCE PROVIDED

Each Officer, their spouse and dependants shall be covered by the life insurance provided by the Police and Firemen's Retirement System. In addition, Township will provide for each Officer, spouse and dependants healthcare benefits, including dental, through a plan of partial self-funding or healthcare benefits. If the Township elects to change the healthcare coverage, the Association will consent to the change so long as the healthcare coverage provided is equal to or better than the plan in effect as of 12/31/06, as provided through the partial self-funding plan or health benefits. Prescription Co-Pay shall be as follows:

- A. \$5.00 Co-pay for Generic Brand Prescriptions; and
- B. \$20.00 Co-pay for Name Brand Prescriptions;
- C. Mail Order 2 times co-pay

Dependants shall be covered less than 23 years of age provided if said dependents are over 19 years of age and less than 23 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

ARTICLE 10

DISABILITY HEALTH INSURANCE

In the event an Officer, becomes disabled as a result of an incident which Occurs on the job and in the line of duty, Township will pay said member's costs for continuing health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) on a monthly basis until such time that:

A. said member is determined totally disabled and commences receipt of benefits under Medicare;

B. a determination is made that said member is not totally disabled and is not eligible for benefits under Medicare.

In either event, Township will discontinue payment of health benefits upon a determination of (A) or (B) above.

ARTICLE 11

HEALTH INSURANCE FOLLOWING RETIREMENT

After retirement, with twenty-five years of service in PFRS, full-time Police Officers, and their spouses, if residing in the same household, and dependents shall be entitled to have maintained at the Township's expense, such life insurance and medical insurance under the Township's policies/plans at the time of the officer's retirement provided that such retired full time Police Officer shall have completed twenty (20) years of continuous service to the Township regardless of age.

Dependents shall be covered under 23 years of age provided that if said dependents are over 19 years of age and less than 23 years of age that are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

ARTICLE 12

SURVIVING SPOUSE BENEFITS

The spouse of each Police Officer, shall be covered for health benefits per the following:

- A. If a Police Officer is killed in the line of duty, the surviving spouse and children will be covered until remarriage.

- B. If a Police Officer dies, not in the line of duty, the surviving spouse and children will be covered until remarriage; and:

- (1) Benefits provided herein shall cease if the spouse remarries or fails to re-establish the claim each year with the Township Financial Officer.

- (2) Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions. Dependents shall be covered under 23 years of age provided that if said dependents are over 19 years of age and under 23 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

- C. After retirement, when a Police Officer, predeceases a spouse, the surviving spouse will be covered until remarriage.

ARTICLE 13

SHIFT DIFFERENTIAL

In addition to regular salary, each Officer shall receive \$.65 per hour for every hour worked on the 6 PM to 6AM shift.

ARTICLE 14

SICK LEAVE

Each Officer shall receive his/her regular salary during absences due to illness or injury whether incurred on or off duty provided that:

- A. This injury or illness is not a direct result from engaging in any outside business or employment that has not been approved in advance by the Chief of Police; and
- B. The Officer produces a certificate from a New Jersey Licensed Medical Doctor stating that he/she is unable to report for duty, if illness exceeds two (2) days; and
- C. Such salary shall terminate at the end of six (6) months continuous absence from duty, subject to review, at which time there shall be a review and determination made of the case, by the Township Committee and Chief of Police.

ARTICLE 15

PERSONAL BUSINESS DAYS AND BEREAVEMENT

A. PERSONAL BUSINESS Each Officer shall be entitled to 56 (fifty-six) hours leave of absence with pay for personal business during time that he/she is regularly scheduled for duty, provided that the Chief of Police must approve in advance each day selected.

B. BEREAVEMENT Members and employees will be allowed three (3) days leave of absence with pay at any time, from the day of death until the day after burial, for the following family members: father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, first degree cousin, one (1) day leave of absence with pay will only be allowed on the day of burial.

C. Exceptions to this rule may be granted where the deceased is buried in another city or state and the member would be unable to return in the time normally allowed.

ARTICLE 16

HOLIDAYS AND COMPENSATION

The following holidays shall be observed with compensation as follows:

- A. When it is necessary to maintain service that requires an Officer to work on an official holiday listed below, such Officer, who is scheduled to perform services herein, shall be compensated by being paid 2 ½ times his prevailing hourly rate for time actually on duty, except that for Christmas Day the rate will be 3 times the rate.
- B. Other Officers who are not scheduled for duty and do not perform services on such official holiday shall be compensated for eight (8) hours at their prevailing hourly rate.

C. Said official holidays are as follows:

New Year's Day
George Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

ARTICLE 17

VACATIONS

A. Each Officer shall receive a vacation with pay as follows:

1-5 years' service	112 hours annually
5-10 years' service	168 hours annually
10-15 years' service	224 hours annually
15-20 years' service	264 hours annually
20 years' or more	304 hours annually

B. A maximum of fifty six (56) vacation hours may be carried over to the following calendar year.

If an employee is denied vacation leave by the employer due to manpower shortages, the employee may carry over an additional fifty-six (56) hours for a total of one-hundred-twelve (112) hours and be paid for those hours not able to be carried over.

ARTICLE 18

COLLEGE REIMBURSEMENT

Any Officer who attends a course that pertains to his/her job in the Police Department or granting college course credits, on his/her off-duty time, in pursuit of a degree in law enforcement shall be reimbursed for his/her mileage on his/her personal car going to and from classes from his/her home at the rate of \$.40 per mile, plus bridge and turnpike tolls, textbooks, and tuition. Courses must be approved in advance by the Chief of Police. The course will be paid for in advance by the Township, but the Township Committee requests a transcript of grades after completion. If the transcript reveals a failing grade, the Township will be reimbursed for the course by the applicant.

ARTICLE 19

EYE EXAMINATION ALLOWANCE

The Township will pay up to \$200.00 to Police Officers and/or any member(s) of his/her immediate family for an annual eye examination and eyeglasses upon submittal of receipt from a licensed optometrist. The total benefit may be used as a lump sum at any time during the term of the contract.

ARTICLE 20

WORK HOURS/DAYS/KELLY* TIME

- A. The following shifts/schedules shall be in effect:
1. Twelve (12) hour - 6 AM to 6 PM. And 6 PM to 6 AM.
 2. Shifts will rotate from day shift to night shift on a schedule mutually agreed upon by the Council and the Chief of Police. The schedule will be as follows; 2 on - 2 off, 3 on - 2 off, 2 on - 3 off.
- B. Each officer assigned to a twelve (12) hour shift shall be entitled to thirteen (13) hours of Kelly time off on the last day of each calendar month. Hours not used, shall be accumulative from month to month.
- C. Each officer shall be paid for any Kelly time off that has not been used, at straight time, by the end of each calendar year.
- D. The Township shall have the right, after notification to the FOP Labor Council, to terminate this article up to 12-31-07. If so terminated, all articles and working conditions in effect as of 12-31-06 pertaining to an eight (8) hour day shall be reinstated in the contract. If not terminated by 12-31-07 this article shall continue in full force and effect.
- * "Kelly" denotes compensatory time earned in lieu of overtime for working the 12 hour shift.

ARTICLE 21

BONUS FOR DUTY INVESTIGATOR

An annual bonus of five hundred dollars (\$500.00) will be paid to the duty investigator provided he performs the position of duty investigator for a period of more than six (6) months during the year for which said bonus was paid.

September 15 of the last year of this agreement.

The parties agree that negotiations for a new contract will commence no later than

DATE TO START NEGOTIATIONS FOR NEW CONTRACT

ARTICLE 22

ARTICLE 23

JURY LEAVE

A. An employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay and the daily jury fee, subject to the following conditions:

1. The employee must notify the Police Chief immediately upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee submits adequate proof of the time served on the duty and

the amount received for such service.

B. If on any given day the employee is attending jury duty, he or she is released by

the court at least four (4) hours prior to end of his shift, that employee shall be required to return

to work within one hour of release from jury duty that day in order to receive pay for that day.

C. If the employee works the night shift, he will be excused from work if he goes to

jury duty for an entire day.

ARTICLE 24

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. Standards Clause – The purpose of this policy is to clarify the application of the "Internal Affairs" policy and procedures promulgated by the New Jersey Attorney General and previously adopted by this department. The Attorney General mandated that adoption of the policy and procedures be established and applied by the law enforcement agencies employing encompassing fundamentals of the disciplinary process; a policy management system rules and regulations, and a progressive disciplinary standard for all law enforcement employees. This clause deals with the application of the standard.

E. Policy

I. Discipline

a. All disciplinary matters within the Police Department shall be in

step is waived by mutual consent.

between the parties covered by this Agreement, and shall be followed in its entirety unless any

F. The following constitutes the sole and exclusive method for resolving grievances

procedure.

disciplinary action shall not be subject to the CBA grievance

Bargaining Agreement Grievance Procedure. Appeals of major

Minor disciplinary actions may be appealed through the Collective

All appeals or disciplinary actions shall comply with applicable law.

3. Appeals

pursuant to applicable law.

right to a hearing, as it may be available in other circumstances

entitled to a hearing. Nothing in this Agreement shall limit or deny the

Any member disciplined for any departmental charges shall be

2. Suspensions

"Garity", and "Louermill".

"Law Enforcement Officers Protection Act", "Weingarten", and

right to council, union representation, and the rights as defined by the

current Collective Bargaining Agreement. Employees shall have the

the law, the AG's guidelines, the policy of this Department, and the

proceedings or any complaint shall be processed in accordance with

discharged without just cause. Any such disciplinary or discharge

b. No permanent employee shall be disciplined, demoted, or

accordance with the AG's Guidelines

Step One: The Council shall institute written action under the provisions hereof

within ten (10) calendar days after the event giving rise to the grievance has occurred or when was known, or reasonably should have been known and an earnest effort shall be made to settle the difference between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance. Failure to act in writing within ten (10) calendar days by the Council shall be deemed to constitute an abandonment of the grievance.

Step Two:

If the Council wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Committee within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within thirty (30) calendar days of the submission.

Step Three:

Within five (5) calendar days, exclusive of designated holidays and Saturdays and Sundays of the Township Committee's decision, the Council may apply to the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may

- be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Council will send notice to the Employer of its arbitration petition.
- a. The decision of the Arbitrator shall be binding upon the Employer and the Council and the employee.
 - b. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 - c. The costs for the services of the Arbitrator shall be borne equally by the Council and the Township. Any other expense, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
 - d. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, or detract from in anyway the provisions of this Agreement or of any amendment or supplement thereof.
 - e. Only one (1) grievance at a time may be submitted to any one (1) arbitrator.
- G. Upon prior notice and authorization of the Police Chief, the designated Council representative shall be permitted as a member of the Grievance Committee to confer with the employees and the Employer on specific grievances in accordance with the grievance procedure

set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has

not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance.

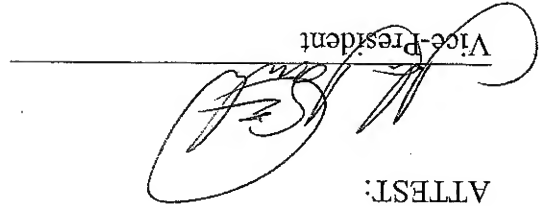
ATTEST:

Clerk

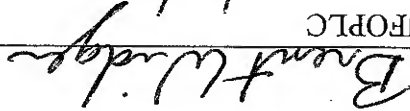


ATTEST:

Vice-President



NJFOPLC



Dated:

3/9/07

Mayor, Lower Alloways Creek Township

Dated: 3/13/07

